Blue Ridge Bank Online Agreement

Blue Ridge Bank and Trust Co. Online Banking and Bill Payment Services and Agreement

THIS AGREEMENT AND DISCLOSURE IS A CONTRACT BETWEEN YOU AND BLUE RIDGE BANK AND TRUST CO. IT ESTABLISHES THE RULES GOVERNING YOUR ELECTRONIC ACCESS TO YOUR ACCOUNTS AT BLUE RIDGE BANK AND TRUST CO. PLEASE READ THIS AGREEMENT AND DISCLOSURE CAREFULLY BEFORE USING BLUE RIDGE ONLINE SERVICES AND KEEP A COPY OF THIS AGREEMENT AND DISCLOSURE FOR YOUR RECORDS. IF YOU HAVE QUESTIONS ABOUT THIS AGREEMENT AND DISCLOSURE, PLEASE CONTACT THE BANK'S ELECTRONIC BANKING DEPARTMENT AT (816) 358-5000.

1. INTRODUCTION

This Blue Ridge Bank and Trust Co. Agreement and Disclosure, which includes the related Enrollment Form ("Agreement"), governs your use of Blue Ridge Online. By using Blue Ridge Online, you represent, agree and acknowledge that (1) you have read and you understand the terms and conditions of this Agreement, (2) this Agreement is a legally binding contract, (3) you will comply with all of the terms and conditions of this Agreement, and (4) you are using Blue Ridge Online for personal, family or household purposes.

The terms and conditions of this Agreement are in addition to, and shall supplement, the terms, and conditions that apply to your existing Bank accounts or Bank provided services that you use ("Other Agreements").

This Agreement is governed by applicable federal laws and the laws of the State of Missouri. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions of this Agreement. Any waiver (express or implied) by you or us of any breach of this Agreement will not constitute a waiver of any other breach. This Agreement is binding upon your heirs and our assigns. You may not assign this Agreement or any of your rights under it. Certain of our and your obligations under this Agreement that by their nature would continue beyond the termination or expiration of this Agreement shall survive its termination or expiration. This Agreement, together with the Other Agreements, constitutes the entire agreement between you and us with respect to the subject matter covered by this Agreement, and there are no understandings or agreements relative to this Agreement that are not fully expressed in this Agreement or the Other Agreements.

2. DEFINITIONS

As used in this Agreement, the words "we", "us", and "Bank" mean Blue Ridge Bank and Trust Co. "You", "your " and "customer" refer to the account holder authorized to use Blue Ridge Online and anyone else authorized by that account holder to exercise control over the account holder's funds through Blue Ridge Online. "Account" or "accounts" means your accounts at the Bank. "Electronic Fund Transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions and transfers to and from your accounts pursuant to this Agreement, including our bill payment service. "Blue Ridge Online" means any electronic service provided by the Bank that permits you to access financial services or account information through the Internet by use of a personal computer. "Blue Ridge Online Bill Pay" refers to the optional electronic bill payment service offered by the Bank pursuant to this Agreement. "Business days" means Monday through Friday, excluding holidays on which banks are generally not open for business. "Personal Identification Number" or "PIN" is a unique code initially assigned by the Bank to you but thereafter selected by you as described in Section 11 below.

3. BLUE RIDGE ONLINE SERVICES

Blue Ridge Online consists of an online banking web site that provides you with a variety of financial services. Blue Ridge Online enables you to initiate stop payment requests (some restrictions apply), review your current and historical account information, transfer funds between your accounts, transfer funds from an account to repay loans made by the Bank, pay bills through Blue Ridge Online Bill Pay (if applicable), initiate check order requests (some restrictions apply), and send electronic mail ("E-mail") messages to us. (E-mail may not be secure and may be intercepted by third parties.) The availability of a particular service is dependent upon the type of account you maintain.

You may be notified of the existence of new services available through Blue Ridge Online by supplements to this Agreement or by separate agreements. By using these services when they become available, you agree to be bound by the rules contained in this or separate agreements covering these services.

Special Information about Stop Payments:

Stop payments may be entered for a particular check or a range of checks, or for checks of a certain amount or range of amounts. A view function displays pending stop payments. Stop payments entered through Blue Ridge Online have the same effect as if submitted in writing to the Bank. Nevertheless, for verification purposes, you agree to (1) print the confirmation page displayed after a stop payment is entered, (2) sign the confirmation page, and (3) mail the signed confirmation page within fourteen (14) days of your stop payment request to the Bank at the following address: Blue Ridge Bank, Attention: Bookkeeping, 4200 Little Blue Parkway, Independence, MO 64057.

Once a stop payment request has been entered through Blue Ridge Online, it can only be canceled or withdrawn by a written request to the Bank, and such cancellation or withdrawal will become effective only if the check for which the stop payment was requested has not been presented to the Bank for settlement.

Stop Payment Rights and Preauthorized Electronic Fund Transfers. You can stop payment of your pre-authorized Electronic Fund Transfers by calling us at (816) 795-9933, or writing to us at Blue Ridge Bank, 4200 Little Blue Parkway, Independence, MO 64057. We must receive your stop payment request at least three (3) business days before the scheduled payment date of the pre-authorized Electronic Fund Transfer. If you call, we may require you to submit your request in writing to us within fourteen (14) days after your call.

4. BLUE RIDGE ONLINE AVAILABILITY

You must have access to the Internet and an E-mail address to access Blue Ridge Online. You are responsible for providing your own access to the Internet through an Internet service provider of your choice. The Bank has no responsibility to provide you with access to the Internet. You are also solely responsible for the installation, maintenance, operation, and any required upgrades to your computer and software, including browser software with appropriate encryption capabilities. The Bank is not responsible for any errors or failures from any malfunction of your computer or software, nor is the Bank responsible for any computer virus, communications errors, downtime or related problems that may be associated with your use of Blue Ridge Online.

Blue Ridge Online generally will be available 24 hours per day, 365 days per year, subject to circumstances beyond our control. In addition, it will be necessary to interrupt service from time to time to perform periodic system and account maintenance. The maintenance periods may vary by geographic region due to different time zones. During these periods, customers will be notified of the maintenance activities by an information screen that will be displayed when attempting to access Blue Ridge Online.

5. REGISTRATION PROCESS

You must maintain at least one account at the Bank and complete our initial registration process to use Blue Ridge Online. The registration process involves completing an electronic or paper application and providing the information we need to make Blue Ridge Online available to you. Once we have received your completed and signed Enrollment Form and verified your account information, we will notify you of our acceptance of your enrollment and we will provide you a user login ID and temporary PIN. If completing a paper application, the registration process normally takes three to five business days after our receipt of your enrollment information.

You can add or delete any of your accounts from Blue Ridge Online by sending us a secure email through Blue Ridge Online to Customer Service, or in person at any branch by checking the box marked “modification” on a new Enrollment Form, completing the remainder of the form and submitting it to the Bank. Modifications will not be effective until received and accepted by the Bank.

6. ACCOUNTS

You may request access through Blue Ridge Online to any account of which you are either an owner or an authorized signer. If you desire services that allow you to initiate payments or transfers from an account, you must have withdrawal authority over that account to be able to complete the transaction. By using Blue Ridge Online, you agree to maintain one or more accounts with us and to keep sufficient balances in your accounts to cover any transactions and fees that are ultimately related to your account. If an account included in your Blue Ridge Online access is jointly held or has multiple signers, you agree that any and all uses of your Blue Ridge Online user login ID and PIN by any of those joint owners or authorized signers in connection with that account are authorized by you unless within a reasonable time prior to the use in question we have been notified in writing to cancel your Blue Ridge Online service in general or for that account.

When you instruct the Bank to transfer funds between your accounts, you authorize the Bank to withdraw the necessary funds from the account you designate. As with any funds transfer request, you agree that you will instruct the Bank to make a withdrawal only when a sufficient balance in your designated account is or will be available at the time of the withdrawal. The Bank will not be obligated to act on any withdrawal instruction from you if sufficient funds, including any overdraft privileges previously approved for you, are not available in the account you designate.

Transfers initiated through Blue Ridge Online before 6:30 p.m. (Central Standard Time) on a business day are posted to your account the same day. Transfers completed after 6:30 p.m. (Central Standard Time) on a business day, Saturday, Sunday, or banking holiday will be posted on the next business day. Contact the Bank for a list of banking holidays. Blue Ridge Online identifies transfers based upon the login ID of the user who made the Electronic Fund transfer. Accordingly, you acknowledge that the View Posting screens in both the transfer and bill payer menu options of Blue Ridge Online will not reflect transfers made by multiple users from the same account if different user login IDs are used. You agree to communicate with all other persons having authorized access to your accounts concerning any transfers or bill payments from your account to avoid overdrafts.

7. OVERDRAFTS

If your account has insufficient funds to perform an Electronic Fund transfer, then (1) Electronic Fund Transfers involving currency disbursements, like ATM withdrawals, will have priority; (2) Blue Ridge Online initiated Electronic Fund Transfers that would result in an overdraft of your account may, at our discretion, be cancelled; (3) if Blue Ridge Online initiated Electronic Fund Transfers that would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

8. CONFIDENTIALITY

We may disclose information about your accounts to third parties in accordance with our Privacy Policy as it exists and as it may be amended from time to time. Please see our current Privacy Statement, which is available online at our website, www.blueridgebank.com.

9. BALANCE INQUIRIES, BILL PAYMENT AND FUNDS TRANSFER LIMITATIONS

You may use Blue Ridge Online to check the balance of your accounts and to transfer funds among your accounts. The account balances shown by Blue Ridge Online are updated periodically, and Blue Ridge Online will display the most current “as of date” on its “Accounts” summary page. The account balances shown by Blue Ridge Online may differ from your records for various reasons. The balances in your accounts shown by Blue Ridge Online may include deposits still subject to verification by the Bank. Account balances may also differ from your records due to deposits in progress and processing times for outstanding checks or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. Blue Ridge Online will use the most current balance available in the Bank’s primary computer records at the time of a transaction request in determining whether to approve the request. If you have any questions about a balance in your account, you should contact the Bank's Electronic Banking department.

If your Account is a savings or money market deposit account, federal law requires that an Account Holder may make no more than six (6) transfers and/or withdrawals during any one (1) calendar month or statement cycle (the period from one statement to the next) or similar period of at least four weeks, to another of your accounts with us or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order, or instruction or by check, draft, debit card, or similar order made by you and payable to third parties. There are no limits to the number of transfers or bill payments that can be made from any checking account product.

10. INTERNET SECURITY

Blue Ridge Online uses SSL (secure socket layer) encryption technology for all information and banking transactions you exchange or conduct through Blue Ridge Online. Your Internet browser should automatically activate this technology when it attempts to connect to Blue Ridge Online. Blue Ridge Online will support 128-bit key lengths. Whenever SSL secures your communication, your browser will typically indicate a “secure session” by changing the small icon representing a padlock appearing at the bottom of the screen from open to locked. This means that your communication is scrambled from your browser to the Bank’s servers at all times for purposes of preventing unauthorized persons from reading the information as it is carried over the Internet.

In addition to the security measures described above, there may be other security notices posted on our web site regarding security issues. It is your responsibility to read all applicable notices.

11. LOG ON SECURITY

One of the more important security features provided by Blue Ridge Online is the unique combination of your user login ID and PIN. As described in Section 5 above, in the course of the Blue Ridge Online registration process the Bank's Electronic Banking Department will verify your account information for the account or accounts you requested us to include in your Blue Ridge Online service. Within three (3) to five (5) business days, the Bank will assign you a unique user login ID and a temporary PIN. After your initial sign-on to Blue Ridge Online, you will be prompted to change your PIN.

Because your PIN is used to access your accounts, you should treat it as you would any other sensitive personal data. You should carefully select a Blue Ridge Online PIN that is hard to guess. Memorize your PIN and keep it confidential. *You will be required to change your PIN every 180 days*. This can be done from the "Management" menu at any time as often as you like after you log on to Blue Ridge Online.

It is important that you protect the security of your user login ID and PIN by keeping them secret. The Bank undertakes no obligation to monitor transactions through Blue Ridge Online to determine that they are made on your behalf. By entering into this Agreement and using Blue Ridge Online, you agree to keep confidential your user login ID, PIN, and any other numbers, codes, marks, signs, keys and other means of identifying you as a Blue Ridge Online user that may be devised or established from time to time.

Another important security feature provided by Blue Ridge Online is the use of multi-factor authentication. Multi-factor authentication uses more than one authentication method and is considered to be a more reliable and stronger fraud deterrent. You will be asked to select personal verification questions and provide call-back numbers. If a subsequent transaction is considered high-risk, you will be prompted to answer the verification questions, or you can request a call back. In addition, there will be a personal "watermark" or image that you will select. This feature is to protect against "phishing", which is the fraudulent attempt to obtain personal or sensitive information. The watermark you select will be displayed in the lower left hand corner of Blue Ridge Online pages and will assure you that you are on Blue Ridge Bank and Trust Co.'s site.

To help prevent unauthorized access to Blue Ridge Online and ensure the security of your accounts, we may end your Blue Ridge Online session if we detect no activity for at least ten (10) minutes. This safeguard is provided to protect you in case you accidentally leave your computer unattended while you remain logged on to Blue Ridge Online. When you return to your computer, you will be prompted to re-enter your PIN, and your session will continue where you left off.

You understand the importance of your role in preventing misuse of your accounts through Blue Ridge Online and you agree to promptly examine your statement for each of your accounts as soon as you receive it. You agree to protect the confidentiality of your accounts and account numbers and your personal identification. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your PIN and user login ID is intended to provide security against unauthorized entry and access to your account. Data transferred via Blue Ridge Online is encrypted in an effort to provide transmission security and Blue Ridge Online utilizes identification technology to verify that the sender and receiver of Blue Ridge Online transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that Blue Ridge Online is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored or read by others.

The Bank reserves the right, but shall have no obligation, to block your access to Blue Ridge Online to maintain or restore security to the Bank's account information and data processing systems if the Bank believes your means of identification as a Blue Ridge Online user (including, but not limited to, your PIN, user login ID, or other Blue Ridge Online access codes) have been or may be obtained or are being used or may be used by an unauthorized person or persons. If you gave someone your means of identification and wish to terminate his or her authority, or if you know or believe that your means of identification has been compromised, you must notify the Bank immediately to enable the Bank to take the necessary steps to change the means of identification. You agree to defend, hold harmless and indemnify the Bank from and against any and all claims of any nature arising out of any such access by a person you have authorized, permitted or enabled to have access to one or more of your accounts via Blue Ridge Online.

12. BLUE RIDGE ONLINE BILL PAY SERVICE

Blue Ridge Online Bill Pay permits you to use your computer to direct payments from a designated "Bill Pay Account" to third parties you wish to pay. The designated Bill Pay Account must be a checking account maintained at the Bank. Accounts that require two or more signatures to withdraw or transfer funds may not be used as a Bill Pay Account. Savings accounts and Money Market accounts have transaction limitations and cannot be designated as a Bill Pay Account.

Blue Ridge Online Bill Pay is generally available via Blue Ridge Online 24 hours per day, 7 days per week, except during maintenance periods and for closings required by circumstances beyond our control. However, payments made through Blue Ridge Online Bill Pay can only occur on business days.

You can arrange, at your option, for the payment of your current, future and recurring bills from your designated Bill Pay Account. You must provide the full name of the payee and the payee's complete United States address. All payees must have a U.S. postal address. Additional information, such as your account number with the payee, the amount of the payment, and whether the payment is recurring, are also required. The Bank reserves the right to refuse to pay any payee designated by you. If we do so, we will notify you within a reasonable time.

You must schedule any payment at least seven (7) to ten (10) business days prior to the date the payment is due to your payee for a check payment mailed to the payee and at least three (3) business days before the payment due date for an electronic payment to the payee. The Bank is not liable for any service fees or late charges levied against you due to postal delays or processing delays by the payee. There is no limit on the number of payees or number of payments that may be authorized.

Your daily limit for the total dollar amount of bill payments via Blue Ridge Online Bill Pay is governed by the daily available balance reflected in the Bank's records for your designated Bill Pay Account. You can apply up to the full amount of your available balance in that account as long as that balance represents sufficient funds to cover the total payments you have requested. When you schedule a bill payment by check using Blue Ridge Online Bill Pay, you authorize the Bank to issue a check drawn on your qualified designated checking account for the requested amount. Funds will not be deducted from your account until the check clears through normal check clearing processing. If sufficient funds are not available in your designated account when the check is presented for payment, we may refuse to honor the check and return it unpaid. At our sole discretion, we may elect to pay the check regardless of the insufficient funds. In either event, your Bill Pay Account, or at our discretion any other account maintained by you with the Bank, will be charged our then current fee for processing insufficient items, whether the check is paid or returned, as applicable. You are solely responsible for any loss or penalty that you may incur due to a lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account.

13. ADDING, MODIFYING, DELETING PAYMENTS OR CANCELLATION OF BILL PAYMENTS
You may add a new payee at any time, but no less than five (5) business days prior to the scheduled due date of the payment to ensure on time receipt. You may modify the information on an existing payee or delete a payee up to 12:00 P.M. CST on the business day before the scheduled payment date. If the transaction shows an "IN PROCESS" status, then the payment cannot be modified or deleted. The Bank reserves the right to cancel your use of Blue Ridge Online Bill Pay at any time for any or no reason. You may cancel your use of Blue Ridge Online Bill Pay at any time by sending us written notice as provided by Section 22 below, including by E-mail to the Bank at call.center@blueridgbank.net, or by calling us at (816) 795-9933. If you notify us by telephone, we may request that you put your request in writing. Notices from you will be effective when received by us at the following address:

Blue Ridge Online Services Support
Blue Ridge Bank and Trust Co.
4200 Little Blue Parkway
Independence, MO 64057

Cancellation of Blue Ridge Online Bill Pay by you or us will not apply to "pending payments", which are payments that have been processed but have not cleared. Cancellation of Blue Ridge Online Bill Pay by you or us prior to any scheduled payment or transfer, which are payments or transfers that have been scheduled but not yet processed, will result in the automatic deletion of all scheduled payments and transfers, and the Bank shall have no liability for non-payment to the payees and transferees in such event.

14. NOTICE OF YOUR RIGHTS AND LIABILITIES Notify us immediately if your user login ID or PIN has been lost, stolen, used without your authorization or otherwise compromised. Telephoning us at (816) 795-9933 is the best way of limiting your possible loss. You could lose all the money in your accounts, plus the full amount of any pre-approved overdraft limit. If we are notified within two (2) business days after you discover that your user login ID or PIN has been compromised, you can lose no more than $50.00. If you do not notify us within two (2) business days, and we can prove we could have prevented someone from using your user login ID and PIN without your permission, you could lose as much as $500.00.

If your statement shows transfers that you did not make, notify us at once. If you do not notify us within sixty (60) days after the statement was mailed or E-mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods as may be reasonable under the circumstances.

15. ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC BANKING, INCLUDING BILL PAYMENT
You should contact us in any of the following ways as soon as possible in cases of errors or questions concerning your statement or transactions completed with Blue Ridge Online:

Telephone Blue Ridge Bank and Trust Co., (816) 795-9933 for Blue Ridge Online Services Support; or write to the Bank, Attention: Blue Ridge Online Services Support, 4200 Little Blue Parkway, Independence, MO 64057; or initiate a payment inquiry on your PC through E-mail to call.center@blueridgebank.net.

We must hear from you within sixty (60) days after you receive the FIRST statement or notification in which the error or problem appeared. If you contact us verbally, we may require that you send us your complaint or question in writing by postal mail or fax within ten (10) business days. Please include the following information:

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information.
- Tell us the dollar amount of the suspected error.
- If the suspected error relates to a bill payment made via the Blue Ridge Online Bill Pay, tell us the account number used to pay the bill, the payee name, the date the payment was sent, the payment amount, the payment ID number, and the payee account number for the payment in question. Look for this information in the Bill Pay View Posting Screen.

We will communicate to you the results of our investigation within ten (10) business days after you contact us and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and WE DO NOT receive it in writing within ten (10) business days, we may not provisionally credit your account.

THE BANK WILL UNDERTAKE REASONABLE EFFORTS TO ENSURE SATISFACTORY PERFORMANCE OF BLUE RIDGE ONLINE. OTHERWISE, THE BANK MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH BLUE RIDGE ONLINE, NOR DOES THE BANK WARRANT THAT BLUE RIDGE ONLINE WILL OPERATE WITHOUT ERRORS, OR THAT ANY OR ALL BLUE RIDGE ONLINE SERVICES WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, YOU AGREE THAT THE BANK WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES UNDER OR BY REASON OF ANY SERVICE OR PRODUCT PROVIDED UNDER THIS AGREEMENT OR BY REASON OF YOUR USE OF OR ACCESS TO BLUE RIDGE ONLINE. FURTHERMORE, THE BANK ASSUMES NO RESPONSIBILITY FOR AND SHALL HAVE NO LIABILITY IN CONNECTION WITH (1) MALFUNCTIONS IN YOUR COMPUTER OR OTHER COMMUNICATIONS FACILITIES NOT UNDER THE BANK'S CONTROL, OR (2) ANY MALFUNCTION IN YOUR BROWSER OR OTHER SOFTWARE, OR (3) ANY SERVICE PROVIDED BY ANY INTERNET SERVICE PROVIDER, OR (4) ANY COMPUTER VIRUS OR RELATED PROBLEM THAT MAY BE ATTRIBUTABLE TO BLUE RIDGE ONLINE.

16. PERIODIC STATEMENTS
You will not receive a separate Blue Ridge Online statement. Transfers to and from your accounts using Blue Ridge Online will appear on the respective periodic paper statements for your Bank accounts.

17. NO SIGNATURE REQUIREMENTS
When any payment or other Blue Ridge Online service generates items to be charged to your account, you agree that the Bank may debit the designated account, or the account on which the item is drawn, without requiring your signature on the item and without any notice to you.

18. OUR RIGHT TO TERMINATE
We may cancel Blue Ridge Online service in whole or in part at any time without prior notice for any reason, including, but not limited to insufficient funds in one or more of your accounts or other circumstances that may create an unanticipated liability to the Bank. The Bank will endeavor to use commercially reasonable measures to notify you in advance of such cancellation, but is not obligated to do so. Notwithstanding the Bank's cancellation of your Blue Ridge Online service, you will remain responsible for all transactions approved or in the process of approval by Blue Ridge Online prior to the cancellation, together with any other fees associated with your Blue Ridge Online service.

In the event of the Bank's cancellation of your Blue Ridge Online service for insufficient funds, the Bank may reinstate your Blue Ridge Online service once sufficient funds are available in your account to cover any fees and other pending transactions or debits. You may request reinstatement of your Blue Ridge Online service after such cancellation by calling Blue Ridge Online service support at (816) 795-9933. The Bank reserves the right in its absolute discretion to refuse to reinstate Blue Ridge Online service after cancellation by the Bank.

19. YOUR RIGHT TO TERMINATE
You may cancel your Blue Ridge Online service at any time by notifying the Bank in writing as described in Section 22 below. Notwithstanding your cancellation of your Blue Ridge Online service, you will remain responsible for all transactions approved or in the process of approval by Blue Ridge Online prior to the cancellation, together with any other fees associated with your Blue Ridge Online service.

20. AMENDMENTS; CHANGE IN TERMS
We may change any term of this Agreement at any time. If the change would result in increased fees for any Blue Ridge Online service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the Bank's website or forward it to you by E-mail or by postal mail. Your continued use of any or all of the Blue Ridge Online services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reverse changes or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

21. OWNERSHIP OF COPYRIGHTS AND TRADEMARKS
Copyright in the pages, screens, text and images appearing at our website, and their arrangement, is owned by the Bank or others as indicated, and is protected by U.S. and international copyright laws. The trademarks, logos and service marks ("Marks") displayed on our website are the property of the bank and other parties. Users are prohibited from using any Marks or copyrighted material for any purpose without the prior written permission of the Bank, and users are specifically prohibited from modifying, copying, distributing, transmitting, displaying, creating derivative works or using any content available on or through the website for commercial or public purposes.

22. COMMUNICATIONS BETWEEN THE BANK AND YOU
Unless this Agreement provides otherwise, you can communicate with us regarding this Agreement in any one of the following ways:

E-mail – You can contact us by E-mail at call.center@blueridgebank.net. (Please note that banking transactions are not to be made via E-mail.)
Also, Secure E-mail is now available through Blue Ridge Online.
Telephone – You can contact us by telephone at (816) 795-9933.
Facsimile – You can contact us by fax at (816) 252-2372.
Postal Mail – You can write us at:

Blue Ridge Bank and Trust Co.
4200 Little Blue Parkway
Independence, MO 64057

In Person – You may visit us in person at any one of our locations:

4200 Little Blue Parkway
Independence, MO 64057

4240 Blue Ridge Blvd., Ste. 100
Kansas City, MO 64133-1700

4315 Sterling
Kansas City, MO 64133

6202 Raytown Tfwy.
Raytown, MO 64133

621 NW Duncan Rd.
Blue Springs, MO 64014

606 SW Parkwood Dr.
Blue Springs, MO 64014

129 S M-291 Hwy.
Lee's Summit, MO 64063

1812 NW Chipman Rd.
Lee's Summit, MO 64081

651 NE Woods Chapel Rd.
Lee's Summit, MO 64064

Consent to Electronic Delivery of Notices – You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Bank's web site or E-mail. You agree to notify us immediately of any change in your E-mail address.